

AG Contract No. KR98 0054TRN  
ADOT ECS File: JPA 97-234  
Project: G1050 73C  
Section: US-95 @ 20.5 St. ESP Construction

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
YUMA COUNTY

THIS AGREEMENT is entered into 23 March, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and YUMA COUNTY, acting by and through its  
BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 41-1513 and 28-7281 et seq to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The County has requested Economic Strength Project (ESP) funds in the amount of \$155,125.00; the Commerce and Economic Development Commission have recommended the approval of such funds for the County, and the Transportation Board has approved the funding, for the construction of improvements to US-95 at 20 1/2 Street, to provide improved access, and aid in the retention and development of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

NO. 22257  
Filed with the Secretary of State  
Date Filed: 03/23/98

Letty Bayless  
Secretary of State

By: Vicky Graenwood

## II. SCOPE

### 1. The County will:

a. Insure the additional commitment of 85% of the total estimated Project cost, or \$27,375.00, whichever is more, from the County or other sources (not including ESP funds) to the Project. Accomplish construction of the Project by public bidding, in strict compliance with State procurement laws, rules and regulations. Upon completion, approve and accept the Project on behalf of the County and provide maintenance.

b. No more often than monthly, invoice the State for ESP funds (Arizona Department of Commerce, ATTN: Strategic Finance Division, ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012), in an amount not to exceed \$155,125.00.

c. Provide the State a copy of the executed Project contract(s), and draw down and expend the State ESP funds no later than twelve (12) months after the effective date of this agreement. Provide the State detailed written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable and appropriate documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended.

d. Reimburse the State any funds received from the State under this agreement which are not specifically and directly expended in compliance with the ESP grant application, which is attached hereto and made a part hereof, and are subsequently disallowed by the State.

e. Provide the State (Arizona Department of Commerce, ATTN: Strategic Finance Division, ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report detailing the direct and indirect impact of the Project, to include jobs created, jobs retained and related data.

### 2. The State will:

Within thirty (30) days after receipt and approval of the ESP contract(s) and subsequent monthly progress payment invoices, reimburse the County for work completed on the Project funds in an amount not to exceed \$155,125.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed 15% of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party. Further, this agreement may be terminated and the ESP grant cancelled by the State if the County, in the opinion of and by action of the Transportation Board, fails to pursue due diligence on the Project or in the performance of any of the terms of this agreement.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

7. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year records retention by the County and audit by the State are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

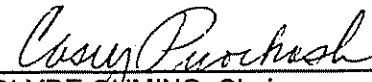
Yuma County  
Public Works Director  
2703 S. Avenue B  
Yuma, AZ 85364

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YUMA COUNTY**

**STATE OF ARIZONA**  
Department of Transportation

By   
~~CLYDE CUMMINGS~~, Chairman  
Board of Supervisors  
CASEY PROCHASKA

By   
JAY KLAGGE, Director  
Transportation Planning

ATTEST:

By   
WALLY HILL  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 16th day of December 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for conveying ESP funds to the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

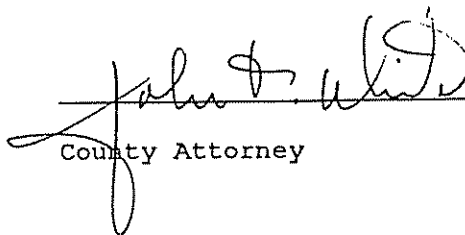
A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Larry S. Bonine, Director

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 18 day of Feb, 1998.

  
\_\_\_\_\_  
County Attorney

ECONOMIC STRENGTH PROJECTS  
REQUEST FOR PROPOSAL  
FY 1998 - ROUND 1  
August 1, 1997

APPLICATION FORM

**NOTE: Additional information may be provided in attachments. Be sure to clearly reference and mark such additions and attachments.**

1. NAME AND ADDRESS OF APPLICANT:

YUMA COUNTY  
2703 S. AVE. B  
YUMA, AZ 85364

2. TYPE OF ORGANIZATION OF APPLICANT: (Check one)

a) ☒ Local Government only

b) ☐ Private Non Profit / Local Government Joint Application:

Name of Non Profit Agency Involved

Name of Local Government Involved

3. Describe the function or purpose of applicant organization.

COUNTY GOVERNMENT

4. Name, address, and phone number of contact person:

NANCY NGAI  
2703 S. AVE B  
YUMA, AZ 85364  
(520) 329-2300

5. Describe the private sector project or activity for which the related ESP funding is requested.

MEADOWCRAFT, INC. is a furniture manufacturing/distribution company and the project is the construction of a 600,000 square foot manufacturing and distribution facility (the largest in Yuma County) where outdoor wrought iron furniture will be painted, packaged and shipped primarily to the Western part of the United States. Project is a maquiladora concept whereby both U.S. and Mexico benefits. Newspaper article on the project is attached. (Attachment I)

6. Describe the Economic Strength Project for which funding is requested. Describe how the ESP project supports/relates to the private sector project described in #5 above.

The ESP project is the road construction of County 20 1/2th Street and improving U.S. Highway 95 at 20 1/2th Street intersection for acceleration and deceleration into facility. Project will provide safe access to the facility by employees and commercial trucks.

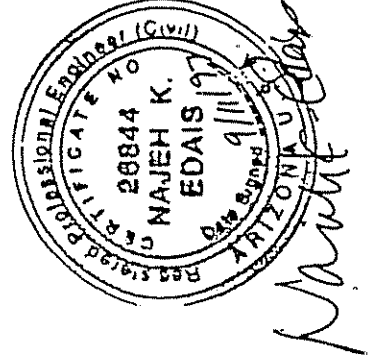
21. List the names of local economic development organizations, and a contact person for each, which are involved with this private sector project. Include documentation (letters, etc.) showing the involvement and level of support of each organization.  
 \_\_\_ Greater Yuma Economic Development Corporation (attachment G) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
22. What is the total cost of the entire project? \$ 14,182,500
23. What is the total cost of the ESP portion of the project? \$ 182,500
24. Complete and attach the Budget Detail Schedule (Attachment A).
25. Complete and attach the Sources and Uses Schedule (Attachment B).
26. Of the total ESP project cost listed in #23 above, how much financial assistance are you requesting from the Economic Strength Projects Fund? \$ 155,125
27. List the sources and amounts of matching funds (both private and public) that will be a part of the total direct ESP project cost.
- a) Public Funds:
- (1) Name of public entity contributing the match. Amount
- No public funds available for the project. Yuma County does not have funds set aside to assist private sector in business development. Unlike city government, private sectors are required to put in infrastructures necessary for development in the County. However, Yuma County would want to assist the private sector whenever possible for economic growth and job creation. Yuma County is assisting the private sector by submitting this request for the infrastructure development and construction inspection.
- (2) Cash match contributed to the project.
- |   |          |
|---|----------|
| - Source (general fund, grants, HURF, etc.) | Amount   |
| _____                                       | \$ _____ |
| _____                                       | \$ _____ |
| Total                                       | \$ _____ |
- (3) In-kind match contributed to the project.
- |   |          |
|---|----------|
| - Type of match (force account labor, construction management, materials, etc.) | Amount   |
| _____   | \$ _____ |
| _____   | \$ _____ |
| _____   | \$ _____ |
| Total   | \$ _____ |
- b) Private Sector funds:
- Name of private sector company(ies) contributing matching funds to the ESP project, (if any) Amount
- |   |                  |
|---|------------------|
| <u>Meadowcraft, Inc. (Attachment F)</u> | \$ <u>27,375</u> |
| _____                                   | \$ _____         |
| Total                                   | \$ <u>27,375</u> |



## Economic Strength Projects - Budget Detail Schedule

[illegible]

Signature of Registered Professional

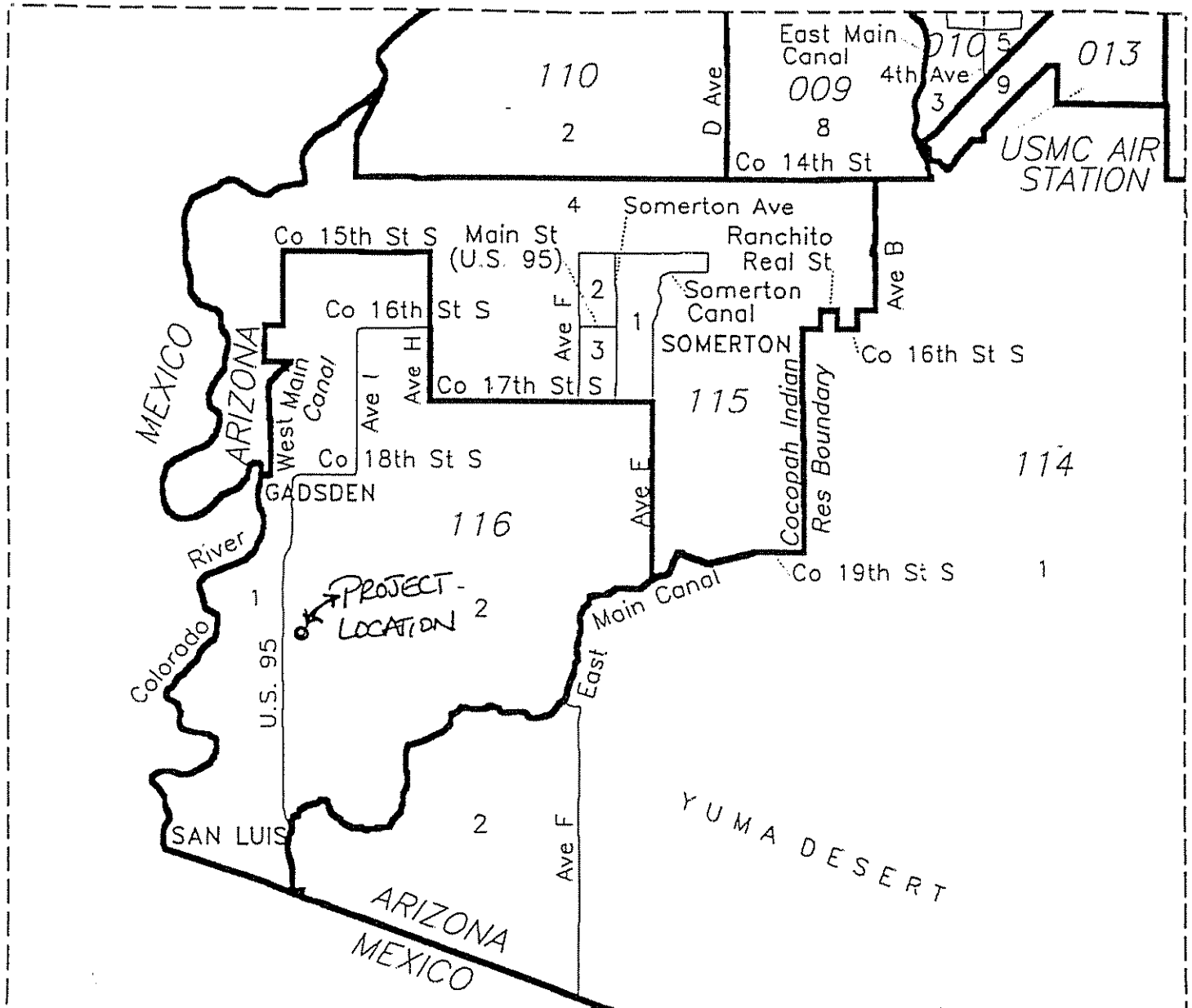


Arizona Department of Commerce  
Community Development Block Grant Program

# Yuma County, Arizona

## Census Tracts and Block Groups

ATTACHMENT C



Scale: 1" = 2.2 miles

Key:

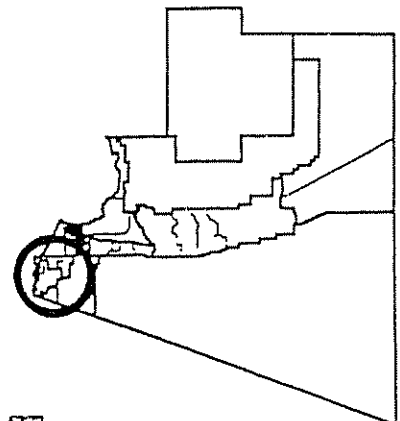
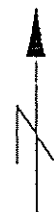


Census  
Tract

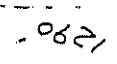
SAN LUIS/GADSDEN/  
SOMERTON AREA



Block  
Group



10.22

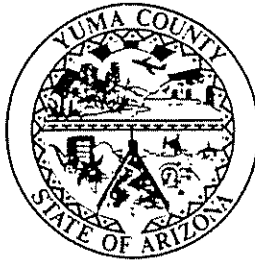


11" = 3.00'

SACEDS  
NOT  
NURS

**Yuma County**  
**Yuma, Arizona**

OFFICE OF  
THE BOARD OF SUPERVISORS  
198 Main Street  
Yuma, Arizona 85364



BOB McCLENDON, DISTRICT 1  
LUCY SHIPP, DISTRICT 2  
KATHRYN "CASEY" PROCHASKA, DISTRICT 3  
CLYDE CUMING, DISTRICT 4  
JIM BUSTER, DISTRICT 5  
WALLY HILL, COUNTY ADMINISTRATOR

Resolution # 98-07

**RESOLUTION OF THE COUNTY OF YUMA APPROVING THE  
INTERGOVERNMENTAL AGREEMENT #KR98 004TRN.**

**BE IT RESOLVED** on this 17<sup>th</sup> day of February, 1998, that the Board of Supervisors of the County of Yuma have determined that it is in the best interest of the County by a majority vote at their regular board meeting to enter into an agreement with the State of Arizona for the purpose of receiving an Economic Strength Project grant in the amount of \$155,125 for the construction of the project, Meadowcraft Offsite Improvements.

**THEREFORE**, authorization is hereby granted to the Chairman of the Board to execute any documents necessary for grant administration.

A handwritten signature in cursive script, reading "Casey Prochaska", written over a horizontal line.

Kathryn "Casey" Prochaska  
Chairman, Board of Supervisor

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Wally Hill", written over a horizontal line.

Wally Hill  
Clerk of the Board

A handwritten signature in cursive script, reading "John K. White", written over a horizontal line.

John K. White  
Deputy County Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0054TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE March 16, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/11103

Enc.